Presbyterian National Missions 156 Fifth Averme New Fork 10, N. Y. Will 10-6 & 650 15 118

Mr. Lucien Tribus

Dear Mr. Tribus:

As you requested in our telephone conversation today I am re-applying for a lease on the 50 feet frontage immediately south and adjoining the southern extremity of the small boat harber lease between the Mission and the City of Haines.

I had assumed that your letter of March 12, 1959 was a firm commitment on your part, and have gone ahead with my plans on that basis. The only reason that you have not recieved the lease with the provisions you set forth in your letter, for your approval, is that I have been unable to get the survey, with the metes and bounds description that you requested.

I asked Mr. Muncaster to make the survey for me and he said he would, and quoted me a price of \$150.00 for the work. This was before I got your letter of March 12, but I was willing to risk lesing the money for the survey, as I wanted to get it done as seen as possible, and I also had the feeling that we could work something out. Mr. Muncaster has never made the survey to my knowledge, although I teld him later that I was waiting for it. I new have semeene to do the work, but will wait untill I hear from you.

Since recieving year letter of March 12, I have applied for and recieved my permit from the Corps of Engineers, U. S. Army to construct the fleat in the small beat harbor, secured U. S. Coast Guard approval for the same, and have secured an agreement from the Haines Common Council to put and operate the fleat in the small boat harbor. I am sending you a copy of the agreement with the City, and would send a copy of the War department permit, but I only have one copy.

I also have my fleat legs tied up in the harbor, ready to start work when I hear from you. When the pile driver was here installing the fleats in the harbor I had them drive the crossete piling for my fleat, as the cost of having them come here for only my piling would have been prehibitive. I have spent nearly \$2,000.00 on my installation so far, and am quite concerned if there is a question now regarding the leass.

I am quite agreeable with the terms set forth in your letter of March 12, and sincerely hope that you and the members of the Real Estate Committee are still of the same opinion you were then.

I am asking Mr. John Debler, who I understand is your representative here to write you a letter verifying the things I have teld I have done since I recieved your letter of March 12.

I will send you a rough sketch of the layout on the property as that is all I can de untill the survey is made. You should have one that I sent in before.

very truly yours

Kenneth L Searcey

## PERMIT TO CONSTRUCT FLOAT

THIS AGREEMENT, made this 9th day of Octofu, 1959, by and between the CITY OF HAINES, ALASKA, hereafter called the "City," and KENNETH L. SEARCEY, hereafter called the "Permittee," WITHESSETH:

- 1. Pursuant to a resolution passed by the Haines Common Council at its meeting on August 5, 1958, the City hereby authorizes the Permittee to construct and maintain a T-shaped float immediately south of the boat-harbor area. Said float shall be constructed in accordance with the attached map, which is made a part hereof and expressly incorporated herein by reference.
- applicable city ordinances and regulations, and shall be for a term which is identical with the term of the lease of the City from the Board of National Missions of the Presbyterian Church.

  It shall also be subject to renewal under the terms of said lease.

  The float shall be open to the use of the public at such terms and under such conditions as may be set by the City Common Council.
- 3. The float shall be built and maintained at the sole expense of the Permittee. The Permittee hereby agrees that he will save the City and the Board of National Missions of the Presbyterian Church harmless from any and all claims or causes of actions arising by virtue of the Permittee's construction and operation of said float.
- 4. The Permittee agrees to obtain all other permits, including the approval of the Corps of Engineers, necessary to the construction and maintenance of said float. The Permittee shall also obtain the approval of said Board of National Missions of the Presoguerian Church for said construction.

- The Permittee warrants that he will maintain the float in a good, safe condition.
- This Permit shall not be transferable without the written consent of the City Common Council.

IN WITHESS WHEREOF, we have hersunto placed our hands and seals at Haines, Alaska, on the day and year hereinabove first written.

CITY OF HAINES, ALASKA

p/ mory ann R. Hogt of Kenneth L. Seawy

of Kennets & Searcy

STATE OF ALASKA,

HAINES RECORDING PRECISOR.

This is to certify that on the 1th day of October 1959, before me, a Notary Public in and for the State of Alaska, personally appeared Kennets L. Seurcey, known to me, and known to me to be the Mayor of the City of Haines, Alaska; and he acknowledged to me that he has read the foregoing and knows the contents thereof; that, as Mayor of the said City of Maines, he was fully authorized by resolution of the City Council to execute the same; and that he executed the same freely and voluntarily, for the uses and purposes therein stated.

IN WITHERS WHEREOF, I have hereunto placed my hand and official seal at Haines, Alaska, on the day and year in this certificate first written.

Hotary Public For Alaska. My con-

STATE OF ALASKA, ; SS. HAINES RECORDING PRECINCT. )

This is to certify that on the Ath day of Ostobe, 1959, before me, a Notary Public in and for the State of Alaska, personally appeared Kenneth L. Searcey, known to me, and known to me to be the person who executed the foregoing instrument; and he acknowledged to me that he has read the foregoing and knows the contents thereof; and he further acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto placed my hand and official seal at Haines, Alaska, on the day and year in this certificate first written.

Notary Public for Alaska. My con-

Ela gendlier JAN 1 2 1960 Vryperty att. January 11, 1960 RE: HAINES, ALASKA Kenneth L. Searcey Lease Robert Boochever, Esq. Faulkner, Banfield & Boochever P. O. Box 1121 Juneau, Alaska Dear Bob: I have read your letter of January 4, 1960 with regard to the above. Mr. Searcey called me on the long distance telephone from Alaska on January 7th. Sadvised him that because of the lapse of time he would have to write to me and I would have to resubmit his request to the Board. I have two questions which I wish to raise, which naturally are of a confident nature -1. If we refuse now to enter into a lease with Mr. Searcey, is he in a position to start a suit against the Board? 2. What is the attitude of Bill Wiley? I advised Mr. Searcey also that a simple sketch of the buildings was not sufficient and that if we were to enter into a lease with him we would have to have actual plans and specifications of the buildings to be constructed. In view of the financial information which your letter contains, I am wondering just when and how he is going to get the money. It seems to me that Mr. Searcey will not make a very desirable tenant from a financial point of view. Please reply at your earliest possible convenience. Sincerely yours,

Legal Counsel

LHT :D

Mrs. Mayreld Swans

Director of Christian Educe

Presbytery of Alaska

Box 1799 - Juneau

Hejdobeng



Miss Katherine Gladfelter Department of Education and Medicine 475 Riverside Drive New York 27, N.Y. pas

Property out

Hydaburg, Alaska January 18, 1960

Miss Katherine Gladfelter 475 Riverside Drive New York, N.Y.

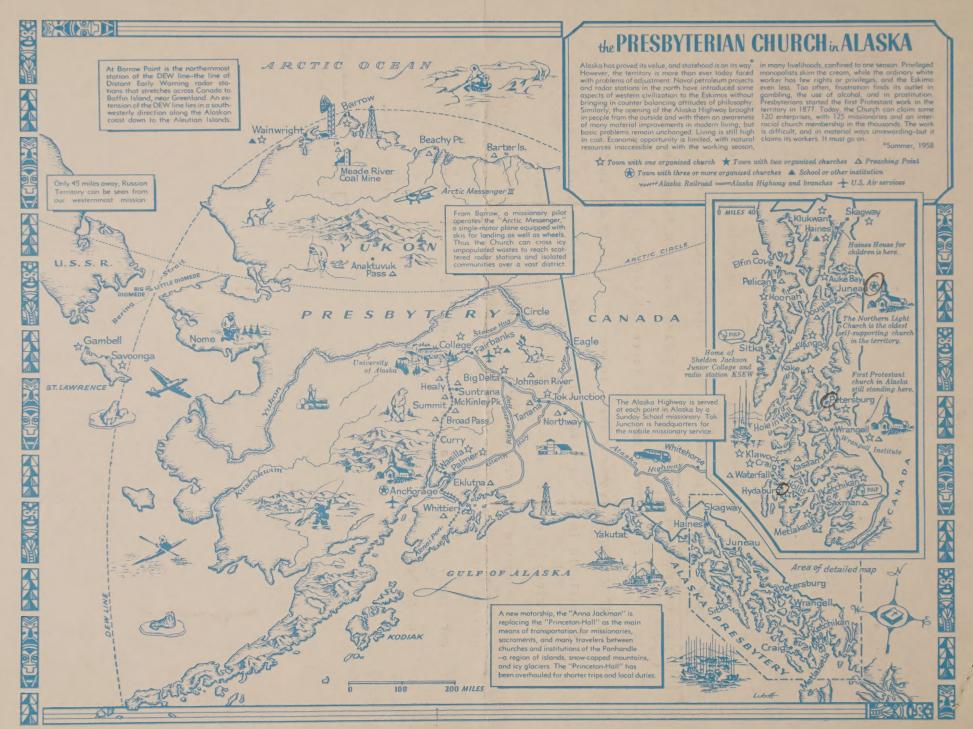
Dear Miss Gladfelter,

You may remember that I am interested in buying a piece of land in Haines. The party from whom I had hoped to buy a tract on which he has improved and secured title is asking more than I care to pay. I am now interested in filing on a piece but before I do so I am wondering if the Board property lying between the highway and Fort Chilkoot is available in two or three acre sections? I will appreciate knowing the prices asked for some of this land if it is for sale.

Genevieve Mayberry and I were glad to use the opportunity given us when the weather kept you in Juneau. We enjoyed our visit with you very much. Genevieve was well when I left her and trying very hard to keep at her writing.

Sincerely yours,

Mrs. Mayreld Swanson



And Re

January 19, 1960

Robert Boochever, Esq. Faulkner, Banfield & Boochever P.O.Sox 1121 Juneau, Alaska

Dear Bob:

I have received a letter from Kenneth Scarcey together with a permit to construct a float, copies of which I enclose in order that you may have full information. You also have a copy of my letter of March 12, 1959 to the Searcey. However, in when of the fact that the Real Estate Committee has decided to negotiate the lease with Mr. Searcey because we feel that he has acted in good faith, I so now giving you explicit directions as to the preparation of the lease.

First, the lease will be a 10 year lease at a not monthly rental of \$25.00 per month. By the word 'not' is count that Wr. Searcey will make all interior and exterior repairs, pay any taxes that may accrue, and pay any and all insurance, the Board not to have any expenses of any kind whatsoever.

The lease may contain a provision for a 5 year removal option on terms to be negotiated at a restal not in excess of 850.00 per month. The tenant during the period of the tenancy sust oursy, pay for and alle with the Board (a copy in your office) a policy of liability insurance insuring himself and the Board, said policy to have the following limits ~ \$100/200,000.

The frontage loaced is to be 50° and the area concerned will be imaediately south and adjoining the southern expressity of the small beat barber as found and described in the carent lease with the Gity of Maines, the exact location to be determined by Mr. Muscaster (or it be is not available by another surveyor,) and a meter and bounds description is to be fully set forth in the lease, the survey to be made at the tenant's expense. The improvements to be arected shall be in conformity with the sketch which I enclose. In addition I believe that plans and specifications should be filed in your office. Photostatic copies of the sketch and specifications are to be incorporated in the lease and made a part thereof. The lease is to provide that the improvements are to be maintained and kept in good repair by the tenant during the term of the tenancy.

The lease is to provide that the tenant will take no stepe to somire title to the tidelends or in any way interfere with the Pourd's present comerchip. The least is to have the usual provisions for re-entry and possession by the Board in the event of a default. I suggest 60 days notice in writing, notice to be directed to the last known address of the tenant. The least is to provide that the building be resoved by the tenant at the expiration of the lease or if not removed within a period of 90 days that it is to become the property of the Board or the Pourd's successors.

The lease must contain a provision that no liquor will be stored, sold, served or distributed on the promises.

I am sending a copy of this letter to Mr. Searcey so that he may com-

Robert Bocchever, Requ

January 19, 1960

test you. I would appreciate your preparing the lease and sending same to my office. If we approve of the conditions we will then return it to you for execution by Mr. Secreey.

Simograly jours,

Lucian V. Tribon Logal Counsel

INT:D Roce on: Mr. Kenneth L. Gearbay Dept. of Education & Medical Work in day of the same of the same

January 19, 1960

RE: HAINES, ALASKA (Proposed Lease)

Mr. Kenneth L. Scarcey Haines Alaska

Dear Mr. Searcey:

The Real Estate Committee has authorized me to negotiate a lease with you containing the terms of my letter of March 12, 1959. Accordingly, I enclose a copy of instructions to Mr. Robert Boochever authorizing him to prepare the lease for the Board for your execution. I trust that you will be able to meet the obligations contained in this lease without difficulty.

With kind regards, I am

Sincerely yours,

Lucien H. Tribus Legal Counsel

LHT:D Enc. cc: Dept.of Education & Medical Work

February 1, 1960

Mrs. Mayreld Swanson Director of Christian Education Presbytery of Alaska Hydaburg, Alaska

My dear Mrs. Swanson:

Yes, indeed I do remember your interest in securing some land in Haines, and I am sorry to say that the "deal" which you had hoped for did not come off.

At the present time, the Board's property between the highway and Fort Chilkoot has not been surveyed, and so is not available for sale. Mr. Huncaster did a fine survey of the area between Main Street and the cutoff, and a number of lots in this section have been sold and still others are available. This was the section which seemed likely to develop most rapidly, and it is for this reason that we have majored there and have not yet had the balance of the property surveyed.

I am interested in seeing that you are in Hydaburg at present. I am sure that you miss that comfortable little apartment in Juneau, and that you are probably looking forward to returning there when your field work is over-

Very sincerely yours,

Katharine E. Gladfelter Secretary, Department of Educational and Medical Work

**KEG** and

4/7

February 1, 1960

Mr. Robert Boochever Faulkner, Banfield, and Boochever P.O. Box 1121 Juneau, Alaska

Dear Bob:

Leavey Leave

Let me state that I have no personal opinion at this point as to whether Mr. Searcy should be granted a property lease next to the small boat harbor or not. I do have some facts and some other very strong hearsay that may assist you and Mr. Tribus in making a decision. After Mr. Searcy had assurance of obtaining a lease on the property, he received approval of the city council to extend a float from the leased property to extend into the entrance of the boat harbor. It should be brought out that at that time Mr. Searcy was Mayor of this city, and had a supporting council dominated by bartenders and drinking friends. I cannot point out any particular disadvantage of this float at the present time, although if the matter were brought up to the present council, I have doubts if they would approve the plan of Mr. Searcy. To give an example of what I mean, Mr. Oslund has been strongly criticized for having gas pumps on the public street when no other gas station in the town is privileged to do so. However, these gas pumps have been located there for so many years, the city feels morally obligated to let them remain. I can see a similar type situation and problem raising in the future if Mr. Searcy is given a privileged location to place his service float within the public boat harbor. At the same time, a gas and oil service is presently needed for the boats, and perhaps anyone who is interested in providing capital should have all the encouragement possible to install such a facility.

It is a rather well known fact around Haines that the Searcys are already in debt, and it is reported that most of their credit has been cut off. It is also a well known fact around Haines that both Mr. and Mrs. Searcy have been drinking quite heavily. I don't know whether it's a case of the drink causing the problems, or the problems causing the drinking, or whether both problems have together become progressively worse. However, from my knowledge of the Searcys at the present time I have serious doubts if they could finance the installation and meet the demands and obligations of the lease. I hope this will give you some guidance in making your decision.

Very sincerely yours,

William D. Wiley, Director

WDW:ec CC: KEGladfelter LTribus Dictated by Mr. Wiley signed in his absence. BB Str

Mr. Lucien H. Tribus Katharine E. Gladfelter Haines, Alaska (Proposed Boat Harbor Lease)

February 2, 1960

I have reviewed the correspondence with Mr. Searcey since receiving the latest exchange of correspondence of January 19, and will appreciate it if, when the lease is received, you will go over the material with me.

I am not quite sure whether any change in the original proposals has been made, and, in any case, would like to see a sketch if one is available.

KEG amd

### INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

2/18

Par Spar

TO Miss Katherine E.Gladfelter

FROM Mr. Lucien H. Tribus

DATE February 4, 1960

RE: Haines, Alaska

(Proposed Kenneth L. Searcey Lease)

As soon as the above lease is received, I will be happy to go over everything with you, or if I am absent from the office Mr. Irvine will do so.

Lucien H. Tribus Legal Counsel

LHT:D

Profo

J. S.

Mr. L. S. Tribus Katharine B. Gladfelter Lease--Port Chilkoot Building

February 8, 1960

In view of the Board's action on February 5 realtive to Haines House, no further steps should be taken toward the signing of a lease for the Port Chilkoot Building.

If you have had any direct correspondence with Mr. Carl Heinmiller about this please consider the matter closed and let Mr. Wiley work out any temporary arrangements with him.

Katharine E. Gladfelter

KEG:te

# Frainces 5 & 104 Street

HAINES, ALASKA 1988, D., 1960.

Mr. P. Machaner Corner, Alasan

Imag he, noncreaver.

In recly to your latter of January 25, I should be able to have the description of the Poeru of Patienal Missions property (or you within the cext few days, Mr. a Nerd bog from Palis Tonare office is due in term today to survey the property.

There are some things that I sould like to have in the lease.

That the lease would be negotiable. In other words I might be forced by sixness or some other reason to have to leave the area. One of the main reasons being that in case of my death my wife would be able to dispose of it and not less all that we had put into it. I will have to spend quite a bit in fill material etc to make the low mabble, also the float, piling, etc. that will be of no use to anyone without the lot.

I vende also like to have a provision in the lease that if the Board of National Missions should decide to soll the property that I would be given the first chance to buy it.

As soon as Mr. Wordling has the mates and bounds description propared I will sord it to you.

/s/ Kenneth L. Searcey

his Sh

W. The

February 15, 1960

RE: HAINES, ALASKA

Mr. Carl W. Heinmiller Port Chilkoot Alaska

Dear Mr. Hainmiller:

This will acknowledge receipt of your most interesting letter of January 20, 1960. I certainly agree with you one hundred per cent—the Board would be financially unable to put in sewer, water, roads and sidewalks. I did not realize the dangers in establishing a planning commission but until the new State of Alaska works out the borough program and supplies some reasonable answers for a solution to the many problems which are always inherent in any radical change, we most certainly should go slow.

I hope you are planning to be in New York the latter part of April. I shall be out of my office from March 1st until approximately April 17th. I am going to New Mexico in connection with some Board property and also to Tucson, Arizona. I should very much like to have you stop in at headquarters here and I would like you to have lunch with me and then come home for dinner. I also have not forgotten my promise for a contribution to your Boy Scout organization and this would be a good time to keep it.

Hoping to hear from you in the near future, I am
Sincerely yours,

Lucien H. Tribus Legal Counsel

LHT:D cc: Dept. of Education & Medical Work

N. H

Mr. Carson Miss Gladfelter Haines House, Haines, Alaska

February 16, 1960

Several years ago in 1955 or 1956 when we consulted Mr. Crittenden of Anchorage about the remodeling and renovation of the Haines House buildings, he provided the attached floor plans of the two main buildings showing the lay-out at that time.

Should there be any possibility of selling these buildings, these sketches might be useful so I am turning them over to you for the files of the property office.

Katharine E. Gladfelter

KEG:tc

LAW OFFICES OF FAULKNER, BANFIELD & BOOCHEVER HERBERT LIFAULKNER P. O. BOX 1121 NORMAN C. BANFIELD JUNEAU, ALASKA ROBERT BOOCHEVER TRANK M. DOOGAN February 18, 1965 Mr. 1 tien H. Tribus, Legal Counsel Mari of National Missions of the Enited Presbyterian Church in' the United States of America Riverside Drive New York Mr. New York Tear Wr. Trible Esployed terevith is a self explanatory copy of a letter from Mr. Jeance; permaining to his proposed lease. We worker that you would have no objection to a lease of this length being assignable, providing that the assignee meets with

We assume that join would have no objection to a lease of this length being assignable, providing that the assignee meets with the approval of the Board. Possibly a further provision should be included to the effect that the Board will grant approval unless there is valid reason pertaining to the character of the assignee or the nature of his previous business enterprises which would not be consistent with the Board's general policies.

Windly advise he as to whether the Board will be willing to give Mr. Searcey a first option to purchase the property in the event that the Board Section to sell it. We assume that this would be an option to purchase it at the most favorable price offered to any bring party and that the option would have to be exercised within chirty days of notice of such offer to sell to a third party.

With best regards, I remain.

Sincerely yours,

R. Boochever

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Property Info-

Pira

Petersburg, Alaska February 23, 1960

Miss Katherine Gladfelter 475 Riverside Drive New Y ork, N.Y.

Dear Miss Gladfelter,

Thenk you very much for writing me about the Loard projecty in Maines. Shortly after I wrote you, Mr. Ed. Parker wrote me that he will sell his piece of land so, much to my delight, within this year I will have a bit of land with a 10' x 12' cabin on it - the beginning of the house I will build in the future. It is located between the Martmann's and Elmer Forker's property.

I was shocked and sorry to learn of the decision to close Haines House and am hoping that this is only some temporary action taken until some other plan can be developed. There surely is an even greater need now than in the past years for a children's home owned and operated by our church. I, with the many others, will wait with genuine interest and concern to hear of the Board's new plans for taking care of the needy children of this area.

Sincerely yours,

Mrs. Mayreld Swanson

J. S.

Hr. Lucien H. Tribus Katharine E. Gladfelter Property at Haines House Haines, Alaska

February 24, 1960 (Dictated 2-19-60)

This is to share with you the notes which I made during my conference a week ago with Mr. Wiley relative to the property at Haines House.

- 1.— That the portion of the property now earmarked for the church be held for church purposes. This is with the understanding that, should the church wish to request another area, the request would be given consideration.
- 2- That you would try to rent the following buildings:

Executive's Cottage Farmer's Cottage Stoney Cottage

3- That a definite time limit would be set in which you would try to find a use for the two main buildings, say a year from the date of closing.

That if the buildings are not sold or rented within that time they will be raxed.

1- That a caretaker will be employed and given housing and a small cash payment for the care of the property.

KEG:md Dictated by Miss Gladfelter but signed in her absence

ocs: Mr. Wiley Mr. Irvine

A A A

VIA AIRMAIL

February 26, 1960

My dear Mrs. Swanson:

Your letter of February 23 to Miss Gladfelter has arrived while she is on a field trip in the West Indies. She will be pleased to know that you have secured land from Mr. Ed. Parker and that within the year you will have a  $10 \times 12$  cabin on it. When Miss Gladfelter and I were in Alaska in November, we visited Elmer Parker's property, so we know the location of your land and can say that it is very beautiful indeed.

Your letter will be brought to Miss Gladfelter's attention when she returns to the office March 7.

Yours sincerely,

Betty A. Isbister
Assistant Secretary, Department
of Educational and Medical Work

Mrs. Phyreld Swanson Potorchurg, Alaska

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K/M = 1.3

March 14, 1960

RE: HAINES, ALASKA (Proposed lease with Kenneth L. Searcey)

Robert Boochever, Esq. Faulkner, Banfield & Boochever P.O.Box 1121 Juneau, Alaska

Dear Bob:

As you probably know, Mr. Tribus is presently out of the office on a series of field trips and a short vacation. One of the matters that has come up during his absence is the request of Searcey regarding lease provisions.

I believe the request to "negotiate" or to have an assignable lease is reasonable provided Board approval of the assignee is a prerequisite. The provision to give Searcey first option to purchase is not, in my opinion, a provision which the Board should grant. As a practical matter if the property is to be sold on a parcel by parcel basis and Searcey makes a bid in the highest amount then I would think that the property would be sold to him. On the other hand, this being waterfront property it may be necessary to sell this parcel as part of a larger tract in order to bring about a sale most advantageous to the Board. It seems to me that it is too early for the Board to give any assurance of this type.

As you know, the situation at Haines is far from being settled, but from what I hear I may see you this summer.

Sincerely yours,

William H. Irvine Legal Department

WHI:D cc: Dept.of Education & Medical Work

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April 21, 1960

RE: HAINES, ALASKA (Lease with Kenneth L. Searcey)

Robert Boochever, Esq. Faulkner, Banfield & Boochever P.O.Rox 1121 Juneau, Alaska

Dear Bob:

This acknowledges receipt of copy of your letter of April 15, 1960 to Mr. Kenneth L. Searcey together with copy of the proposed lease between Mr. Searcey and the Board. This is a fine lease and you can proceed to close the transaction.

With kind regards, I am

Sincerely yours,

Lucien H. Tribus Legal Counsel

D. cc: Dept.of Education & Medical Work

Mary Mary

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May 11, 1960

RE: HAINES, ALASKA

Mr. John D. Dobler Dobler Insurance Agency P.O.Box 162 Haines, Alaska

Dear Mr. Dobler:

I would appreciate it if you would make some suggestions with regard to the sale or rental of the Mission buildings at Haines. Also, do you think that you could find a reliable tenant for the superintendent's cottage, someone who would act as caretaker as a part of the rent? I am not at liberty to make any final arrangements at the present time but would be glad for your suggestions.

Incidentally, I had the pleasure of having Carl Heinmiller in my home for dinner during his recent visit. We all enjoyed having him, particularly his story about Forrest Young and the grissly bear.

With kind regards, I am

Sincerely yours,

Lucien H. Tribus Legal Counsel

LHT:D cc: Dept.of Education & Medical Work

# DC LER INSURANCE AGE IC

"for your every insurance need"

P.O. BOX 162 - PHONE 281 - HAINES, ALASKA Mr. Tucien H. Tribus, Legal Counsel, To Board of National Missions of the United Presbyterian Church in the USA. 475 Riverside Drive, New York 27, No Yo

Farmer's Cottage and Stoney SUBJECT Cottage.

May 12, 1960. DATE

Doar Mr. Tribus:

Some time ago you wrote to me enquiring if I had any ideas on the disposition of the above two buildings. As I recall, you enquired as to how much ground I felt should be sold with each building. Since the Board seems bound and determined to close Raines House and that despite public opinion here in Alaska and in Washington, despite the interests of the children, and despite the recommendations of the staff and impartial observers, I guess we might as well resign ourselves to the situation and consider the best means for disposing of the buildings in question. To partially answer your enquiry I wonder if something on this order would be feasible. Some time ago I succeeded in putting together a group of interested individuals for the express purpose of buying the 150 odd acres remaining in the Chisel homestead to the North of and overlooking Haines and the harbor/Portage Cove. It's possible that I might be able to do somewhat the same thing with the old main buildings, superintendent's house, farmer's cottage and the land immediately involved, i.e., the ground from the water back to Second Avenue (the extension thereof from Main to the Highway) and between Main St. to the North and the highway to the South excluding the ground occupied by the church and manse on the North and the Army/Standard Oil/Nelson/Oslund Hardware installation on the South, Of course, it would take me time to promote this and I would have to attract capital out of Juneau, hence it wouldn't be something I could do over night. Notwithstanding, I can't see any other way to realise anything to speak of out of those old buildings (dormitories, cottage and barn, etc.) other than through making them part of a package deal including ground and the Superintendent's dwelling. Please give this some thought, time permitting, and favor me with your views and suggestions. Thank your

Yours faithfully.

Ed. Miles John David

May 19, 1960

RE: HAINES, ALASKA (Farmer's Cottage and Stoney Cottage)

Mr. John D. Dobler Dobler Insurance Agency P.O.Box 162 Haines, Alaska

Dear Mr. Doblers

This will acknowledge receipt of your letter of May 12, 1960 containing your suggestions for Haines House and properties pertaining thereto. I think your suggestions are well worth considering and when you can put them in concrete form we can take the matter up with the Real Estate Committee. I think probably before so doing it might be well for Mr. William H. Irvine in my office to go to Haines and confer with you. We of course would have to have the farm surveyed and the buildings appraised.

Along these lines, I am wondering if it is not time now to re-value our Main Street properties and other lots in the Mission plat. I have a very definite feeling that current prices are probably a bit too low. As a good Presbyterian and a supporter of our Church, I would appreciate your views.

I am very sorry that Haines House was closed as I had a deep affection for the work and for the people who operated it. However, as you say, the Board has acted and there is really nothing further that you and I can do under the circumstances.

Sincerely yours,

Lucien H. Tribus Legal Counsel

LHT:D cc: Dept.of Education & Medical Work

FAULKNER, BANFIELD & BOOCHEVER

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### LEASE

#### WITNESSETH:

That the lessor has agreed to lease to the lessee the following described property located in the City of Maines, Alaska, and more fully described as follows, to-wit:

That certain portion of U. S. Survey No. 735 beginning at Corner No. 1, a point on the meander of U. S. Survey No. 735, from whence Corner No. 1, M. C. of said survey bears North 5 degrees 59 minutes West 603.95 feet distant; thence South 5 degrees 59 minutes East along said meander a distance of 50.00 feet to Corner No. 2; thence North 80 degrees 52 minutes 30 seconds West a distance of 43.55 feet to Corner No. 3, a point on the easterly R.O.W. line of Front Street; thence North 4 degrees 25 minutes West along said R.O.W. line a distance of 49.65 feet to Corner No. 4; thence South 80 degrees 52 minutes 30 seconds East a distance of 42. 17 feet to Corner No. 1, the point of beginning, containing in all 2,035.43 square feet, more or less.

as shown on the attached sketch of fraction of U. S. Survey No. 735 of Haines, Alaska, dated February 1960, prepared by Toner and Nordling, Registered Engineers, which sketch is labeled Exhibit "A", on the following terms and conditions.

- 1. The term of this lease shall be for a period commencing May 1, 1960 and terminating at midnight April 30, 1969, at a monthly rental of \$25.00 per month, to be paid in advance on or before the 1st day of each and every month during the term hereof. Payment of the first month's rental and the last three months' rental shall be made upon execution of this lease and the lessor does hereby acknowledge receipt of the sum of \$100.00 as payment in advance of the first month's rental and the last three months' rental.
- 2. The lessee does further agree to pay any and all taxes levied and assessed against said property during the life of this lease. Lessee does further agree to pay any and all sales, rents and service taxes which may be levied and assessed against said property and any and all assessments

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levied against said property by the Federal Government, the State, or any political subdivision during the life of this lease. All rents shall be payable to the lessor at 156 Fifth Avenue, New York 10, New York or such other address as shall be furnished to the lessee by the lessor.

- LESSEE AGREES TO CONSTRUCT WITHIN EIGHTEEN MONTHS. Lessor agrees promptly to construct a building on the leased property in accordance with the plans and specifications attached hereto as Exhibit "B" and lessor shall also place on or in connection with the leased property those certain improvements shown on the sketch entitled "Proposed Small Boat Float" in Boat harbor, Haines, Alaska, application by Ken Searcey, Haines, Alaska, December 18, 1958, prepared by F. J. Toner, Juneau, Alaska, as indicated on the attached Exhibit "C".
- 4. No alcholic beverages shall be stored, sold, or distributed on the leased premises or the connecting structures on the tidelands placed there by the lessee.
- 5. The buildings and fixtures described above shall be placed on the leased premises by the lessee at his own cost and expense. Lessee shall also maintain said premises together with the costs of all utilities used in connection therewith at his own cost and expense. Said premises shall be maintained in good sanitary order, condition, and repair and no unsightly debris or other unsightly conditions will be premitted on the premises.
- 6. The lessee agrees to hold the lessor harmless from any and all claims and liability arising out of or in connection with the use of the above described premises by the lessee, his employees, agents, or invitees, regardless of whether such liability is alleged to be due to the negligence of the lessor or otherwise. Lessee further agrees to secure a liability insurance policy in good and reliable insurance companies with limitations of \$100,000 - \$200,000 covering lessee and lessor from any liability in connection with said premises. Copies of such policies shall be lodged with the lessor and shall be maintained in current status at all times by lessee. Copies of all renewals of policies shall likewise be lodged with lessor.
- 7. This lease shall not be assigned by the lessee without prior written permission by the lessor. Lessor agrees, however, to grant said

permission unless lessor has valid objections to the proposed lesses which objections will be furnished to the lesses in writing.

- 8. Lessee shall not make any substantial improvements or alterations to the premises other than those specified above and shown on the attached Exhibits. Any improvements and alterations placed on the premises may be removed at the end of the term hereof demised, but if not removed within 90 days of the termination of this lease or any renewal thereof, the same shall become the property of the lessor.
- 9. Lessee, at his own expense, shall comply with all requirements of law and with all ordinances, regulations or orders of any state, municipal or other public authority affecting the demised premises.
- 10. Lessee agrees not to interfere with any preferance rights which lessor may have to permits or lease of the tidelands abutting on the leased premises and lessee agrees to take no steps to acquire title to said tidelands abutting on the leased premises.
- 11. On the last day of the term herein demised or on the sooner termination thereof lessee shall peaceably and quietly leave, surrender, and yield up to lessor all and singular the demised premises clean and in good order and repair provided, however, that lessee may remove any improvements and alterations placed on the said premises within a period of 90 days after the termination of this lease. Upon removal of any improvements and alterations the leased premises shall be left in a tidy and orderly fashion without any unfilled excavations or other marring of the land.
- 12. Lessee has agreed by this instrument to lease the said premises after an examination of the same and, except as herein expressly otherwise provided, without any representations on the part of lessors.
- 13. The waiver by lessor of any covenant or condition of this agreement shall not be construed as a waiver of any subsequent breach of the same covenant or condition or the waiver of the breach of any other covenant or condition.
- 14. Each of the following shall be deemed a default by the lessee and a breach of this lease: (a) a default in the payment of the rent herein

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reserved, or any part thereof, for a period of 10 days; and (b) a default in the performance of any other covenant or condition of this lease on the part of lessee to be performed for a period of 60 days after service of notice thereof by lessor on lessee.

In the event of any such default of lessee, and at any time thereafter, lessor may serve a written notice upon lessee that lessor elect to terminate this lease upon a specified date not less than 60 days after the date of the service of such notice, and this lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term herein demised.

- 15. In the event of any termination of this lease by reason of any default or breach of lessee, lessor shall immediately and without notice or other action become entitled to recover from lessee, and lessee shall pay to lessor, as liquidated damages for such breach, the following:
- (a) An amount equal to all expenses, if any, including reasonable attorney's fees, incurred by lessor in recovering possession of the demised premises, and all reasonable costs and charges for the care of the said premises while vacant, which shall be due and payable by the lessee to lessor at such time or times as such expenses are incurred by lessor; and
- (b) An amount equal to the amount of rent reserved under this lease, less the net rent collected by lessor on reletting the premises, which shall be due and payable by lessee to lessor on the several days on which the rent reserved in this lease would have become due and payable.
- (c) Any rents paid in advance may be applied on the payment for said damages.
- 16. Lessor or his agent shall have the right to inspect the premises at any reasonable time.
- 17. The lessee agrees that the lessor may enter upon the above deacribed property and if deemed necessary may post notice of non-liability in accordance with the provisions of Section 26-1-4 ACLA 1949.
- 18. If the whole or a substantial part of the demised premises shall be taken for any public or quasi-public use under any statute or by right of

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eminent domain or by private purchase in lieu thereof, then when possession shall be taken thereunder of the demised premises or any part thereof, the term herein demised and all rights of the lessee hereunder shall immediately cease and terminate and the rent shall be adjusted as of the time of such termination.

- 19. For a valuable consideration, lessor does hereby grant unto the lessee an option to renew this lease upon the same terms and conditions hereof for an additional period of five years at a reasonable rental to be agreed upon between the parties, based on the rental of similar property in the Haines area, which rental for such renewed term shall in no event exceed \$50.00 per month. Written notice of intent to exercise said option shall be delivered to lessor on or before 60 days prior to the termination or this lease.
- 20. Any notice or demand which under the terms of this lease or under any statute must or may be given ormade by the parties hereto shall. be in writing and shall be given or made by mailing the same by registered or certified mail addressed to the other party at the following addresses:
  - Board of National Missions of the United Presbyterian Church in the United States of America 475 Riverside Drive New York 27, New York
  - b. Mr. Kenneth Searcey Box 153 Haines, Alaska

However, either party may designate in writing such new or other address to which such notices or demands shall thereafter be so given or made. Any notice hereunder given by mail shall be deemed delivered when deposited in the U. S. Post Office enclosed in a registered or certified mail, prepaid air mail wrapper, addressed as hereinbefore provided.

21. It is hereby understood and agreed that lessor shall have a lien as security of rent for the aforesaid and any charges required to be paid by lessee upon any and all goods, wares, merchandise, licenses, franchises, privileges, and other personal property, buildings and rights which are or may be placed or put in on or about said premises and such lien may be enforced upon the non-payment of any rent due as aforesaid, or upon the failure to make any other payment of taxes, assessments, or charges against said

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property as provided for in this lease by the taking and sale of said goods, wares and merchandise in the same manner of foreclosure of a chattel mortgage on default thereof as so provided by law, and said lessor, his agents, and attorney are hereby specifically given the power of taking and sale of said property as hereinabove specified.

- 22. This instrument contains all of the agreements and conditions made between the parties and may not be medified orally or in any other manner than by an agreement in writing signed by all of the parties hereto or their respective successors in interest.
- 23. The covenants, conditions, and agreements contained in this instrument shall apply to and imure to the benefit of and be binding upon the parties hereto and upon their respective successors in interest.
  - 24. Time is of the essence of this agreement.

IN WITNESS WHEREOF, this agreement has been executed as of May 1, 1960.

BOARD OF NATIONAL MISSIONS OF THE UNITED PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

By of D. allan Focke

LESSOR

LESSEE

STATE OF ALASKA HAINES RECORDING DISTRICT

THIS CERTIFIES that on this 10th day of May, 1960, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared KENNETH L. SEARCEY to me known and known to me to be the person described in and who executed the within and foregoing agreement, and he individually acknowledged to me that

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he signed the foregoing agreement freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

My commission expires:

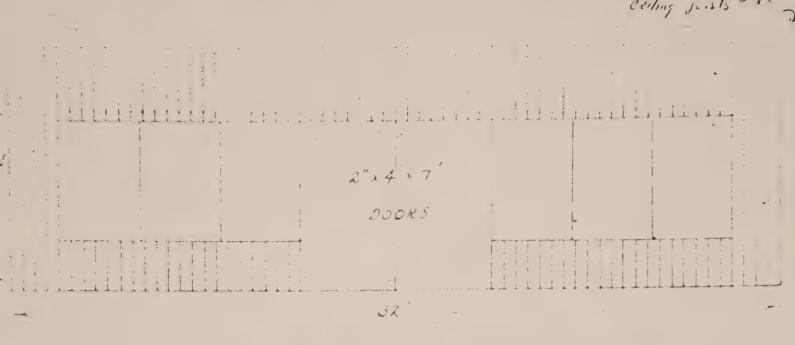
STATE OF NEW YORK 35. BOROUGH OF MANHATTAN

THIS CERTIFIES that on the 27 day of May fore me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared D. Allan Locke, to me known and known to me to be the person who executed the foregoing lease, and also known to me to be the Treasurer of the BOARD OF NATIONAL MISSIONS OF THE UNITED PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a corporation, and he acknowledged to me that he holds such office and that he is authorized by the Board of Directors of said corporation to execute the foregoing lease as its free and voluntary act and deed, and that said lease has been executed freely and voluntarily for and on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

> York, County of Manhattan. Residing at 38 Duncas R My commission expires:

32'x24' Building 1500 GAL TANKS FUEL OIL AND FASSLINE



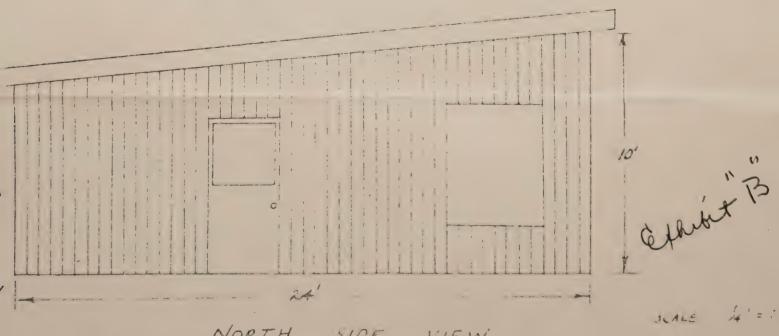
FRONT VIEW

"x6" CEDAR OR SPECICE VERTICAL SIDING

SAME AS FRONT AND SIDES

## REAR VIEW

# PROPOSED SEARCE BUILDING PRESBYTERIAN MISSION PROPERTY HAINES, ALASKA

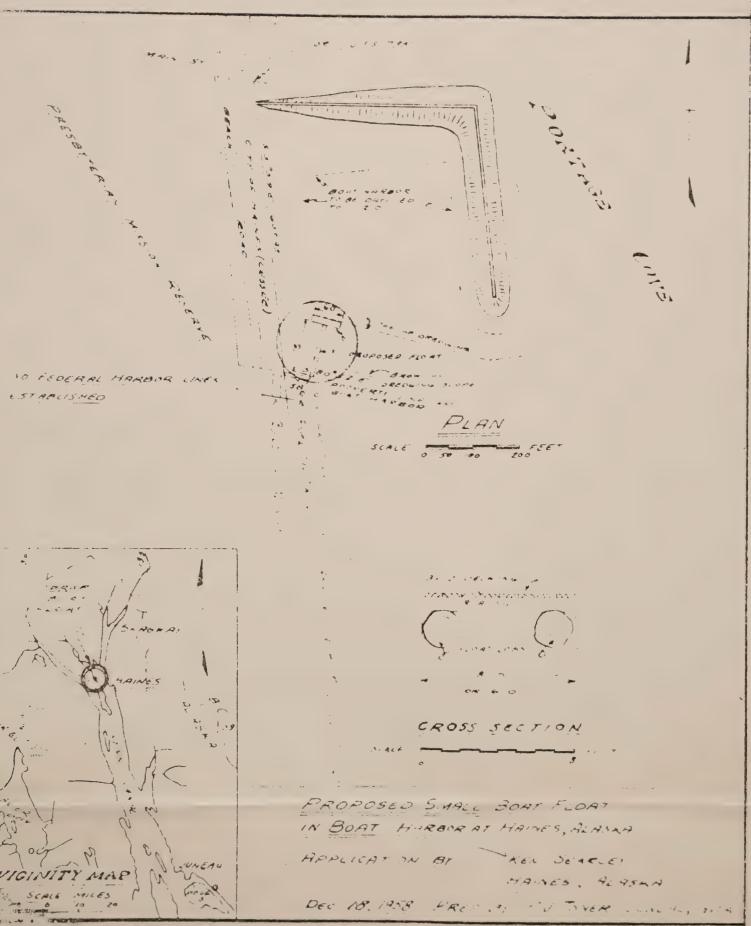


NORTH. SIDE VIEW

China 3v

NO WINDOWS OR DOORS ON SOUTH SID

# EXLIBIT C



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#### INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

Miss Katharine E.Gladfelter TO FROM Mr. Lucien H. Tribus

DATE June 1, 1960

RE: Haines House, Haines, Alaska (Disposal of personal property)

> I would appreciate it very much if you will advise me of your plans concerning the disposal of the personal property at Haines. I have had a letter from Mr. John Dobler, our agent. He can rent the superintendent's home, the Stoney cottage and the farmer's cottage. We can probably get \$100 per month for the superintendent's home furnished and \$65 or so for the Stoney cottage, and \$55 or so for the farmer's cottage. These figures are estimates on my part as we do not have any concrete offer. However, I am unable to make any decision until I know whether you are going to remove or leave the furniture. There is also some possibility that we may get the Methodist Church interested in the main building.

> > Luc H.Tribus Lucien H.Tribus

Legal Counsel

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## BOARD OF NATIONAL BOOK

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PSy is them; the sale of the Con-

Mr. John D. Dobler Dobler Insurance Agency P.O. Box 162 Haines, Alaska

Dear Mr. Doblers

This will acknowledge receipt of check in the elevat of . \$4,900 from the Alaska Telephone Comporation in Spectale, Washington. This with the \$1,00.00 sent previously makes a trial of \$5,000. The deed has been axenuted and is enclosed levels. If you will do so, I will now your commission for this sale. If you will do so, I will see that a check is sunt you right away. You are continued when your fine job for us.

Thave sent a memorandum to Miss Katharin- E. advalter white what she intends to do with the furnishings of the marker buildings and will let you know as soon as I have had word from her.

Do you think it might be possible to interest some could welfer something the main building? Possibly a State supported or estably a state supported or estably a state supported or estably and horsest is well to be managery to secure loand action as a would not have the authority to give you a someon answer.

Sinterely yours,

Lucien V. Tribue Lugal Counsel

LMT\*D car Dept. of Education & Medical Work

P.S. We are enclosing documentary stamps in the ormant of \$5.50 to be affixed to the Telephone Corp. deed and dencedled.

July Mer

Pup With.

June 2, 1960

RE: HAINES, ALASKA (Haines Independent School District)

Mr. John D. Dobler Dobler Insurance Agency P.O.Box 162 Haines, Alaska

Dear Mr. Dobler:

Thank you for your letter of May 2h, 1960 with reference to the Haines Independent School District.

I have gone into the matter of re-appraising the property of Haines with the chairman of the Board's Real Estate Committee, Mr. Thos. R. Cox, and have been requested by the committee to advise you that we do not see any reason for raising the prices on our Haines property at the present time. It may well be that after a few more sales it might be advisable to have Mr. Felix Toner come in and appraise the remaining property. It is also fairly possible that I may go to Alaska myself and not send Mr. Irvine. At the moment, however, I do not see any immediate need for a visit from anyone from my office.

I think that the Real Estate Committee would be very much interested in the sale to the Haines Independent School District minus Lot 1 of Block 6 which the Women's Club will not release and possibly minus the Eli Phillips parcel. I believe that the committee would seriously consider accepting an offer of \$10,000 on suitable terms. Also the more lots we sell, the more tax income the City of Haines will have.

Sincerely yours,

Lucien H. Tribus Legal Counsel

LHT :D

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June 2, 1960

RE: HA DUES, ALASKA
(Maps of Presbyterian Mission
Plat & Maps of entire Mission
Properties)

Mr. John D.Dobler Dobler Insurance Agency P.O.Box 162 Haines, Alaska

Dear Mr. Dobler:

I enclose herein two copies of the Presbyterian
Mission Plat, on one of which the sales to date have been
marked. I am sorry that I do not have a survey of the
entire property. It processly would be a good idea if we
got Wr. Presbyterian Mission Plat (dated August 19, 1957) and
the Presbyterian Mission Plat (dated August 19, 1957) and
would also show the rest of the Board's holdings. It may be
that Wr. Muneaster has such a survey. I would appreciate
your asking him. I know that he is familiar with the
houndaries of the entire tract. I believe that this knowledge
will become very important at this point in view of the action
of the Board closing Haines.

There is no charge for the two copies of the plat.

Also, we would be interested in ascertaining from Mr. Muncaster the cost of a survey of the entire holdings of the Board.

Sincerely yours,

Lucien H. Tribus Legal Counsol

LET:D Enc.

Prop.

Mr. L. S. Tribus Katharine E. Gladfelter Haines House, Haines, Alaska (Disposal of personal property)

Juno 6, 1960

We are planning to transfer or sell practically all Haines House equipment.

That which is in good or fair condition will be useful elsewhere and, in any case, items left to be used in a furnished residence would only deteriorate.

The executive's cottage and farmer's cottage should be rented unfurnished. In the case of the small Stoney Cottage, this may be rented furnished after August 15. Missionaries wish to use it up to that time.

Katharine E. Gladfelter

KEG: to

P.S. May I see a copy of Mr. Dobler's letter of May 12 to which you replied in your letter of May 19?

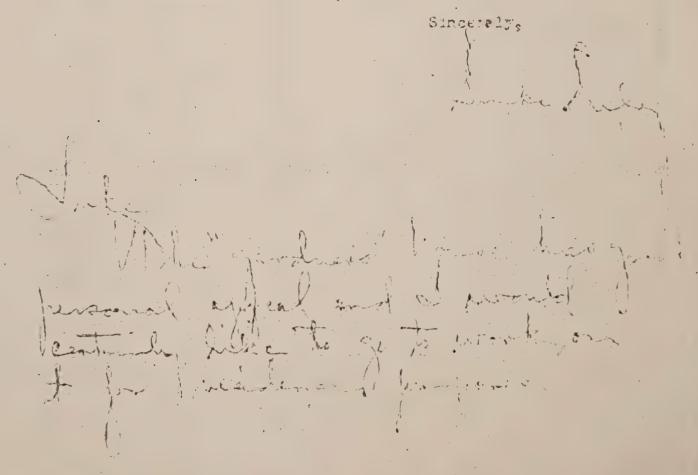
P. O. Box 2584 Juneau, Alaska June 2, 1960

Mr. Lucien H. Tribus, Counsel Board of National Missions of the United Presbyterian Church in the USA 475 Riverside Drive New York 27, New York

Dear Luke:

Just a note to assure my interest in the "gardner's house" at Haines remaining in mind in the event the Board should plan its disposition. You were out of the office when last I wrote in this respect and this is simply a follow-up.

With personal regards, I am



Pin Josephan

June 7, 1960

RET HAINES, ALASKA ("Gardner's house")

Burke Riley, Esq. P.O.Box 2584 Juneau, Alaska

Dear Burke:

Thank you for your letter of June 2, 1960. I am glad to know that you are interested in the "gardner's house" and I have forwarded a copy of your letter to our agent in Faines, Mr. John D. Dobler. I have not been instructed by the Board as to whether any of the buildings are for sale and therefore am not in a position as yet to accept any offers.

It was good to hear from you and I am looking . forward to seeing you again when next I visit Alaska or when next you get down this way as a Senator or Congressman!

With kind regards, I am

Sincerely yours,

Lucien H. Tribus Legal Counsel

LHT :D

oc: Dept. of Education & Medical Work

Ledersteam

June 7, 1960

RE: HAINES, ALASKA (Gardner's house)

Mr. John D. Dobler Dobler Insurance Agency P.O.Box 162 Haines, Alaska

Dear Mr. Dobler:

Enclosed is copy of letter dated June 2, 1960 from Burke Riley indicating his interest in purchasing the "gardner's house" at Haines. Please keep Mr. Riley's name among those you have listed as being interested in this property.

Sincerely yours,

Lucien H. Tribus Legal Counsel

LHT:D

cc: Dept. of Education & Medical Work  $\sqrt{\phantom{a}}$ 

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Hr. Lucion H. Tribus Eatherine H. Cladfelter Raines Rouse, Asines, Alocka (Cardoer's House)

Ame 10, 1960 Dict'd 6/8/50

I have just seen the copy of your mame of done S to Burke filey about the "garder's house" at Haines, and an glad that you wrote that you are not yet in a position to accept any offers for any of the buildings at Maines House.

I do hope that there will be discussion with the Department before any of these are placed on the market, since I feel strongly that we should not nove heatily in view of the Board's continued study of services to children in Alaska. It seems to be that we should determine what the feture progrem is to be before we lot go of our haldings in Baines. The situation in Maines is different from that where we have closed other work where services of any type in the area were definitely discontinued.

Ridend Distated by Miss Cladiciter but signed in her absence

006: Dr. Heigh Dr. Sharp Sr. Lotte

Ur. Stewart





July 5, 1960

Mr. Lucien Tribus Board of National Missions United Presbyterian Church in the USA 475 Riverside Drive New York 27, New York

Dear Mr. Tribus: Re: Maps, etc.

I assume that your office has copies or the originals of all the maps, building blue prints, etc., that we have in our Haines House file. I therefore turned these over to Mr. Muncaster and Mr. Dobler.

Very sincerely yours,

William D. Wiley, Director

T'DW:ec

CC: Miss Gladfelter



### BOARD OF NATIONAL MISSIONS

OF THE UNITED PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

DEPARTMENT OF WORK IN ALASKA

THE REV. J. EARL JACKMAN, D.D.
SECRETARY
475 RIVERSIDE DR., NEW YORK 27, N.Y.

THE REV. W. M. PRITCHARD, JR. ASSISTANT SECRETARY
BOX 2539, JUNEAU, ALASKA

July 12, 1960

Dear Miss Gladfelter,

On July 11th. I was called to meet with several men from the BIA here in Juneau. There was present a Mr. Wing Pratt, from Washington, also with the BIA.

Some of the citizens of Haines had requested thru Washington that the BIA start a boarding school in Haines, and it was suggested that they might be interested in our property.

Mr. Pratt was interested in the reasons we closed Haines House. I shared with him the releases from your office. I also gave him your name and told him that you could supply him with any other information he might need.

He was aware that the Fire Marshall or inspector had given us only a short time to make changes in the buildings.

Was glad to have seen you in Spokane and trust you will have a fine summer.

Cordially,

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MONAL MISSION

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July 12, 1960

RE: HAINES, ATASKA (Lease of Superintendent's House)

Mr. John D. Dobler Dobler Insurance Agency Box 162 Haines, Alaska

Dear Mr. Dobler:

We will be happy to rent the Superintendent's house for the sum of \$130.00 per menth on a month to month basis and I attach hereto a lease agreement in duplicate to be signed by Mrs. Layton Bennett, both copies of which are to be returned to this office for execution by our Board. We will then send you a copy of the lease signed by both parties which you will turn over to Mrs. Bennett.

We do not understand how to apply your check of July 1, 1960 in the amount of \$69.30 if the rent is to be \$130. You will recall on your check you have listed -

Rent & Water \$80.00 Less Water 3.00 Less Comma. 7.70 Balance \$69.30

I have no objection to Mrs. Bennett's moving into the house as soon as it is vacant and I am notifying the Department of Education and Medical Work that one is the new tenant. If you have any objections to the terms which I have set forth in the lease, do not hesitate to let me know.

Incidentally, I have written a long letter to Carl Heinmiller about the transfer of the church property. Somehow you got the impression that I was trying to sell the church to the church. Nothing could be farther from the truth. For this reason I am enclosing a copy of my letter to Carl so that you will understand.

With kind personal regards, I am

Sincerely yours,

Lucien H. Tribus Logal Counsel

LHT:D Enc.

Cue

# DEPARTMENTAL CORRESPONDENCE Department of Educational and Medical Work Board of National Missions

то:	DATE:
FROM:	
STATION:	SUBJECT:

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Ar. Lucien H. Tribus Ratharine E. Gladfelter Haines House Property

July 14, 1960

It has just occurred to me that, since it may be a little time before we receive the Himnies of the meeting of the Board's Special Committee on Alaska the end of June it might be well to let you know that the Committee is requesting that no disposition be made of the Haines House property until the Committee's report has been set up and considered by the Board.

I am sure that nothing is pending with respect to the sale of the buildings at the moment, but thought, in any case, that it would be well to let you know of this action.

By the way, Dr. Jackman told me the other day that the Bureau of Indian Affairs is showing some interest in leasing the property to use as a hostel for children from communities without school facilities who would be brought in to attend the Haines public school. I believe that Hr. Pritchard is writing about this, so suggest that which ever one of us receives the communication consult the other.

KW md cc: Dr. Sharp

Prije Um

W.

July 22, 1960

Re: Hames H Projs.

My dear Mr. Pritchards

Thank you for your letter of July 12 telling us of the meeting the precoding day with several men from the BIA relative to the request from some of the citizens in Haines that the BIA start a boarding school there.

Since you gave Mr. Wing Pratt of Washington, who was a member of the group, my name and told him we could supply him with any information he might need, we will simply await a contact from him. If he does not write, then we will take for granted that it is the thinking of the BIA group that the Haines House property would not be suitable for the proposed project. I am assuming that what the Haines citizens had in mind was setting up a hostel where the children could board and attend the public school since this arrangement would enable the public school to keep its enrollment sufficiently high enough so as not to lose any teachers.

Very sincorely yours,

Katharine E. Gladfelter Secretary, Department of Educational and Medical Work

The Reverend W. M. Pritchard, Jr. Assistant Secretary, Dept. of Work in Alaska Board of National Missions Box 2539 Juneau, Alaska

KEG: te

Conformel Copy

THIS AGRENMENT dated the 22 day of July, 1960, between the BOARD OF NATIONAL MISSIONS OF THE UNITED PRESENTERIAN CHURCH IN THE UNITED STATES OF AMERICA, with its office and principal place of business located at 475 Riverside Drive, City, County and State of New York, hereinafter called the Lessor, and MRS. LAYTON BENNETT of Haines, Alaska, hereinafter known as the Tenant,

WITNESSETH, that the said Lessor does by these presents lease and demise unto the said Tenant the building known as the Superintendent's House on a month to month basis beginning July 13, 1960, at a rental of \$130.00 per month payable to D. Allan Locke, Treasurer of the Board of National Missions of The United Presbyterian Church in the United States of America, and subject to the conditions and provisions following:

That the Tenant shall pay for heat and utilities and will be responsible for all repairs with the exception of repairs to the roof, heating system and exterior walls;

That the Tenant covenants that she will hold the Lessor harmless against all claims, damages or causes of action for damages arising out of her tenancy during the term of this lease, and will indomnify the Lessor against all such suits, orders, decrees and judgments entered therein brought on account of injury to persons or property, or loss of life, sustained by her use or occupancy of the demised premises.

This lease may be terminated by either the Lessor or the Tenant upon the mailing of 30 days written notice, deposited in a Post Office box maintained by the Government of the United States, correctly addressed to either party.

The Tenant shall not assign this lease or sublet the said premises.

Witness:

BOARD OF NATIONAL MISSIONS OF THE UNITED PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, Lossor

By Stentine Acutol
Ocertrude Seubold, Assistant

Layton Bennets

Maria 10

July 26, 1960

69.30

John D. Doblar Doblar Insurance Agency

Best 162 Haines, Alaska

RE: HAINES, ALASKA ... July 1960
Rent covering occupancy of Farmer's Cottage by Banedict Schneider
(No lease entered into; see copy of Mr. Dobler's ltr. of 7/22/60 attached)

X 17 XOrchul Rent & Water \$80.00
Less Water 3.00
Less Comp. 7.70
Balance 69.30

Occupancy will be short)

Chamber 1

Jan Commen

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AND ENGINEERS OF LAND

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JUL 27 1980

Box 162 Haines, Alaska

ior July 1960 on Superintendent's Cottage (also known as

L.B. Lovenus

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AUG 2 1960

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August 1, 1960

69.30

John D. Dobler Dobler Insurance Agency

Box 162 Haines, Alaska

RE: HAINES, ALASKA
August 1960 Rent covering occupancy of Farmer's Cottage by Benedict Schneider
(Not covered by a lease)

(Prev.Ck.to Treas. 7/26/60)

In absence of/or for Bribus And Street, and Art Bldg. Md

8/1/60

Miss Correal:

There is no lease agmt. here as Mr. Dobler feels the tenant will occupy the Farmer's Cottage for only a short time. Mr. Benedict commenced occupancy July 1960 so that this is the second pmt. received thus far. The consideration is \$80 per month, the above figure being derived as follows:

Rent & Water \$80.00 Less Water 3.00 Less. comm. 7.70 Balance 69.30

2/87

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Mr. Tribus Miss Gladfelter Haines Property Haines, Alaska

December 27, 1960

In going through my files, I came across the attached pictures of Haines, both of which contain good views of our property there.

I thought that you might wish these for your permanent files.

Katharine E. Gladfelter

KEG:tc